Testing Terms and Conditions

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Terms and Conditions

Standard Terms and Conditions for Testing, NDT, Inspection, TPI, Structural Assessment, and Consulting Services

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NABL Accredited (ISO/IEC 17025:2017) | Certificate No. NABLT0726MH18640 | BIS Recognised
Udyam Registration: UDYAM-MH-33-0006262 | Classification: Small Enterprise (Services)
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1. Scope and Acceptance

All proposals or samples submitted (the "Proposal") for testing, non-destructive testing (NDT), inspection, third-party inspection (TPI), structural assessment, and/or consulting services (the "Services") are subject to acceptance by TCR Engineering Services Pvt. Ltd. ("TCR") in writing. Unless otherwise specified, the Services shall be performed by TCR or its designated subcontractor, selected at TCR's sole discretion, within a reasonable period following receipt of the client's samples or site access, in accordance with TCR's standard practices.

The Proposal and these Standard Terms and Conditions (with the latter prevailing in the event of any inconsistency with the Proposal) constitute the entire agreement between the parties (the "Agreement"). Unless expressly agreed in writing by TCR, any terms and conditions submitted by the client that differ from or add to these Terms are expressly rejected. No course of dealing between the parties shall be deemed to modify, amend, or discharge any provision of the Agreement. This document does not constitute a legally binding commitment until TCR issues a written confirmation of acceptance and the client confirms acceptance of these Terms.

2. Scope Revisions

Any change in the scope of Services shall be quoted separately and undertaken only upon formal written approval from the client. For NDT, consulting, and structural assessment engagements, any additional man-hours or costs shall be confirmed in writing prior to the commencement of additional work. In the event of premature termination by either party, billing shall be completed up to the last scope of work executed.

3. Specifications

All testing, inspection, or consulting services rendered by TCR or its designated subcontractor shall be conducted in accordance with the specific test conditions, consulting parameters, and specifications (the "Specifications") set forth in the Proposal and in the final Report.

4. Decision Rule (Measurement Uncertainty)

TCR follows a simple acceptance rule (not considering measurement uncertainty) when reporting conformity statements such as pass/fail, unless the client specifies otherwise. If the client requires measurement uncertainty to be considered, TCR shall apply a non-binary decision rule using a 1U guard band, in accordance with ILAC G8:09/2019 guidelines. The client must inform TCR in advance, as this may involve additional formalities and applicable charges. In the absence of such instruction, the default simple acceptance rule shall apply.

5. Report and Results

The client may use and distribute copies of the full Report for the purpose of securing process or product approval from governmental authorities, businesses, industry bodies, traders, architects, engineers, customers, or accredited standardising committees. All other reproductions, distributions, or disclosures, whether in whole or in part, in any form, of any portion of the data, observations, or Report, oral or written, require the prior written consent of TCR. Test results and consultant findings (the "Results") apply only to the specific sample tested or the specific consulting service rendered under the Specifications.

6. Use of NABL Symbol

In accordance with NABL policy, any test results that fall outside TCR's accredited scope shall be reported separately in a distinct report. Such reports will be clearly marked (for example, with suffixes such as -1, -2) to distinguish between accredited and non-accredited results. This ensures clarity, particularly in cases where accreditation status is determined only after testing is completed.

7. Payment and MSME Statutory Protections

All payments for Services are due within thirty (30) days of the date of invoice, without regard to the Results and notwithstanding any early termination of the Agreement by the client. The client further agrees to pay TCR its then-current charges for any work performed at the client's request that is not included in the Proposal, and for any work performed in connection with any legal proceeding relating to the client or its products.

TCR Engineering Services Pvt. Ltd. is a registered Micro, Small and Medium Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act). Udyam Registration Number: UDYAM-MH-33-0006262. Current classification: Small Enterprise (Services), effective 1 April 2025.

In accordance with Sections 15, 16, and 17 of the MSMED Act, 2006, the buyer is statutorily obligated to make payment to TCR within forty-five (45) days of the date of acceptance of goods or services, or the date of deemed acceptance. In the event of delay beyond forty-five (45) days,

the buyer shall be liable to pay compound interest at three times the bank rate notified by the Reserve Bank of India, as prescribed under Section 16 of the MSMED Act. This statutory interest obligation operates independently of, and in addition to, any contractual late payment terms.

For the avoidance of doubt, the contractual late payment surcharge of 1.5% per month (or the maximum rate permitted by law, whichever is lower) shall apply on all overdue amounts from the thirty-first (31st) day until the forty-fifth (45th) day. From the forty-sixth (46th) day onward, the statutory compound interest under the MSMED Act shall apply. TCR reserves the right to withhold Reports until all outstanding invoices are settled.

The buyer's obligation under the MSMED Act is a statutory entitlement that cannot be contracted out of, waived, or overridden by any provision in the buyer's purchase order, contract, or other documentation.

8. Consulting Services

The client engages TCR as an independent contractor, and not as an employee or agent of the client, in connection with the rendering of any consulting Services. The client acknowledges that it, and not TCR or TCR's designated subcontractor, shall be responsible for all final decisions based on the application of the Results or the findings expressed in the Report.

9. Sample Condition and Acceptance

TCR shall perform a preliminary examination of all samples upon receipt. Where TCR identifies obvious anomalies, visible damage, mislabelling, or material characteristics that are manifestly inconsistent with the client's stated specifications (for example, a ferritic microstructure on a sample submitted as austenitic stainless steel), TCR shall notify the client in writing before proceeding with testing. Testing shall be suspended until the client provides written clarification or revised instructions.

Notwithstanding the foregoing, TCR's obligation is limited to identifying anomalies that are reasonably detectable through standard incoming inspection procedures. TCR shall not be liable for latent defects, concealed material substitutions, internal contamination, or any condition not reasonably discoverable through visual and macroscopic examination at the point of sample receipt.

The client remains solely responsible for the accuracy and completeness of all sample identification, material specifications, and supporting documentation provided to TCR. Where the client's documentation is incomplete, ambiguous, or contradicted by TCR's incoming inspection findings, TCR reserves the right to decline the sample or to test and report solely on an "as-received" basis, with appropriate qualifications noted in the Report.

10. Sample Retention, Return, Disposal, and Loss

The client shall provide samples for testing at the client's expense. TCR shall retain unused portions of samples for thirty (30) days after the Report has been issued. The client is responsible for arranging collection of any remaining material within this period, at the client's own cost, from TCR's laboratory. If return is requested, it shall be arranged on a freight-to-pay basis and entirely at the client's risk. TCR shall not be liable for any loss or damage to samples

once they leave TCR's facility. The client shall comply with all applicable regulations when shipping samples to TCR or its designated subcontractor. TCR or its designated subcontractor has the right to refuse receipt and/or testing of any shipment that, in its sole discretion, is hazardous, unsafe, unlawful, or has been shipped improperly. The client shall bear all associated costs, including identification of sample content, damage incurred by TCR as a result of improper packaging, labelling, or omission of documents, and return or disposal of materials. Unclaimed samples shall be disposed of without further notice after the retention period.

TCR shall exercise reasonable care in storing client samples during the retention period. However, TCR is not an insurer of client samples. In the event of loss, damage, or theft of samples while in TCR's custody, TCR's liability shall be limited to the reasonable replacement cost of the sample material only, and shall in no case include the value of the finished product, the cost of re-manufacture, business interruption, or any consequential loss arising from the sample's unavailability. TCR shall notify the client promptly upon discovering any loss, damage, or theft. The client is advised to retain duplicate or reference samples where the material is of critical value or difficult to replace.

11. Structural Assessment, Failure Analysis, and Consulting Engagements

This clause applies to all structural assessments, condition surveys, structural audits, fitness-for-service evaluations, remaining life assessments, metallurgical failure analyses, root cause investigations, fitness-for-purpose evaluations, and any consulting engagement where TCR provides observations, findings, opinions, or recommendations regarding the condition, integrity, or failure of structures, equipment, pipelines, pressure vessels, rotating machinery, or other industrial assets (collectively, "Assessment Services").

(a) Scope Limitation. TCR's findings, observations, and recommendations in any Assessment report are strictly limited to the scope defined in the Proposal and the Specifications. TCR is not responsible for conditions, defects, deterioration mechanisms, failure modes, or structural elements that fall outside the agreed scope of assessment. If TCR identifies during the course of work that the agreed scope may be insufficient to form a reliable assessment or root cause determination, TCR shall notify the client in writing. However, TCR is not obligated to expand the scope of work beyond what has been agreed and paid for.

(b) Not a Certificate of Safety or Fitness. An Assessment report issued by TCR, including a failure analysis or root cause investigation report, is a professional opinion based on the evidence available, the scope and methods agreed, and the conditions observed or examined at the time. It is not a certificate of structural safety, fitness for continued use, regulatory compliance, load-bearing adequacy, or freedom from future failure. The client shall not represent, publish, or rely upon TCR's report as a certification that a structure, component, or system is safe for public use, occupancy, traffic, or continued operation without obtaining independent verification from a licensed structural engineer, a competent authority, or the original equipment manufacturer, as applicable.

(c) Failure Analysis and Root Cause Investigation: Specific Limitations. Where TCR performs metallurgical failure analysis, fractographic examination, root cause investigation, or any investigation into the cause of a component or system failure, the following additional terms apply:

(c)(i) TCR's root cause determination is a professional opinion based on the physical evidence examined, the analytical methods applied, and the information provided by the client. Multiple failure mechanisms may coexist, interact, or present similar physical evidence. TCR's identification of a root cause does not exclude the possibility of contributing causes that were not identifiable from the evidence available, nor does it constitute a guarantee that the identified cause is the sole or definitive explanation for the failure.

(c)(ii) The client shall provide TCR with complete and accurate operational history of the failed component, including: design specifications, material certificates, fabrication and welding records, operating parameters (temperature, pressure, flow rate, medium composition, cyclic loading history), maintenance and inspection history, prior repairs or modifications, and any deviations from design operating conditions. TCR's root cause determination assumes the accuracy of this information. Where the client is unable to provide operational history, TCR shall note this limitation in the Report and the root cause determination shall be qualified accordingly.

(c)(iii) Recommendations arising from a failure analysis (including but not limited to material changes, design modifications, welding procedure revisions, operational parameter adjustments, inspection interval changes, or component replacement) are professional guidance based on TCR's assessment of the failure. They are not design specifications and do not replace the responsibility of the client's own engineering, design, or operations team to evaluate and implement corrective actions within the context of the full system design, regulatory requirements, and operating conditions. TCR shall not be liable for the consequences of the client's implementation (or failure to implement) of TCR's recommendations.

(c)(iv) Where a failed component is submitted to TCR for examination, destructive testing (sectioning, metallographic preparation, mechanical specimen extraction) may be necessary to determine the root cause. TCR shall obtain the client's written consent before performing any destructive examination. Once destructive testing is performed, the original condition of the evidence cannot be restored. If the client anticipates litigation, insurance claims, or regulatory proceedings arising from the failure, the client must notify TCR in writing before examination commences so that appropriate chain-of-custody and evidence preservation protocols can be implemented (see also Clause 25, Litigation Support).

(d) Temporal Validity. Assessment findings, including structural audit results and condition reports, represent the condition of the assessed structure or asset at the time of inspection only. Conditions may change due to environmental exposure, loading, maintenance (or lack thereof), modifications, or natural degradation. Unless a specific validity period is stated in the Report, the findings shall be deemed valid for a maximum period of six (6) months from the date of the last site inspection or examination. TCR shall not be liable for any deterioration, failure, or adverse condition that develops or manifests after the date of assessment. Failure analysis conclusions are not time-limited but are subject to the evidence limitations stated in sub-clause (c) above.

(e) Client's Duty to Disclose. For all Assessment Services, the client shall provide TCR with: (i) all available design drawings, previous inspection or audit reports, maintenance records, repair history, and modification records; (ii) details of any known distress, damage, overloading, or unusual service conditions; (iii) any load limit restrictions, regulatory orders, or pending

enforcement actions affecting the structure or asset; (iv) for failure analysis, the complete operational history as described in sub-clause (c)(ii). TCR's assessment assumes the completeness and accuracy of information provided by the client. TCR shall not be liable for any error, omission, or inadequacy in its assessment that is attributable to the client's failure to disclose relevant information.

(f) Client's Obligation to Act on Recommendations. Where TCR's Assessment or failure analysis report identifies conditions requiring immediate attention, repair, monitoring, load restriction, operational parameter change, material substitution, design review, or further investigation, the client shall be solely responsible for evaluating and acting on such recommendations in a timely manner, using appropriately qualified personnel. The client shall indemnify and hold TCR harmless from any loss, damage, injury, or claim arising from the client's failure to act on TCR's recommendations, from the client's decision to continue operating equipment or using a structure in a manner inconsistent with TCR's findings, or from the client's partial or incorrect implementation of TCR's recommendations. TCR's delivery of an Assessment report does not impose a continuing duty of care, monitoring obligation, or design responsibility on TCR beyond the engagement period.

(g) Distinction Between Testing and Professional Judgement. TCR's NABL accreditation (Certificate No. NABLT0726MH18640) covers specific material testing methods (mechanical, metallographic, chemical, corrosion, NDT). Structural engineering opinions, fitness-for-service calculations, remaining life estimates, root cause determinations, and failure mechanism classifications involve professional engineering and metallurgical judgement that extends beyond the scope of NABL-accredited testing. Where the Report contains both accredited test results and professional opinions, these shall be clearly distinguished. TCR's liability for accredited test results is governed by Clause 23. TCR's liability for professional opinions, root cause determinations, and consulting recommendations is limited to the standard of care ordinarily exercised by a competent professional in the same discipline, and is subject to the limitations set out in Clauses 23 and 24.

12. Third-Party Inspection (TPI)

Where TCR performs third-party inspection services at a manufacturer's or supplier's premises on behalf of the client (including visual inspection, dimensional verification, witness testing, material verification, and loading audits), the following additional terms apply:

(a) TCR's inspection findings relate solely to the goods, materials, or processes observed and examined by TCR's inspector at the time and location of the inspection. TCR does not warrant or guarantee the conformity of goods shipped to the client; TCR warrants only that the goods inspected met the specified requirements at the time of inspection.

(b) TCR shall not be liable for any substitution, tampering, swapping, short-shipment, adulteration, or alteration of goods by the manufacturer, supplier, or any third party after TCR's inspector has completed the inspection and departed the premises. TCR's responsibility ends at the conclusion of the on-site inspection. TCR does not provide continuous surveillance of the manufacturer's premises, loading dock, or shipping operations unless expressly included in the Proposal.

(c) Where the client requires continuous surveillance, container sealing, or shipment escort services, these must be specified in the Proposal and quoted separately. In the absence of such specification, TCR's inspection is limited to the time, location, and scope stated in the inspection plan.

(d) The client acknowledges that TPI is a sampling-based activity. TCR inspects in accordance with the inspection plan agreed in the Proposal (including any applicable sampling standards such as ISO 2859). TPI does not constitute a 100% examination of all goods unless expressly stated. Defects or non-conformities in uninspected portions of the lot are outside TCR's responsibility.

13. Regulatory Submissions and Statutory Reports

Where the Services produce a report or certificate that must be submitted to a regulatory or statutory authority (including but not limited to the Indian Boiler Regulation (IBR) Directorate / Chief Inspector of Boilers, the Atomic Energy Regulatory Board (AERB), the Petroleum and Explosives Safety Organisation (PESO), the Chief Controller of Explosives (CCOE), or any state or central government body), the following terms apply:

(a) TCR shall prepare the report in accordance with the applicable statutory requirements and exercise professional diligence and good faith in its preparation. However, TCR does not guarantee that the report will be approved, accepted, or passed by the regulatory authority. Regulatory decisions involve discretionary judgement by the authority and are beyond TCR's control.

(b) Liaison with the regulatory authority, representation before the regulatory body, follow-up on submissions, and responding to regulatory queries are the client's responsibility unless expressly included in the Proposal and quoted separately. TCR does not influence, and shall not be expected to influence, the decision of any regulatory official.

(c) TCR shall not be liable for any delay, rejection, additional conditions, or adverse consequence arising from the regulatory authority's review of TCR's report, except where such outcome is directly attributable to a proven material error by TCR in the preparation of the report.

(d) Where the client requires TCR to liaise with the regulatory authority or attend hearings or site visits on the client's behalf, this shall be treated as additional consulting work, quoted separately, and billed at TCR's prevailing consulting rates.

14. Report Review and Error Correction

The client shall review the Report upon receipt and notify TCR in writing of any apparent typographical, transcription, or administrative errors within fourteen (14) days of the Report date. TCR shall correct such errors at no charge upon notification and issue a revised Report promptly.

Where the client fails to notify TCR of an apparent error within the fourteen-day review period, and subsequently relies on the uncorrected Report, TCR's liability for the consequences of such error shall be reduced to the extent that the error was reasonably detectable by the client upon

review. This does not apply to substantive technical errors that require specialist knowledge to identify, for which the standard liability provisions of Clause 23 shall apply.

For the avoidance of doubt, a typographical error (such as an incorrect material grade designation, a transposed digit in a test result, or a wrong unit of measurement) that does not reflect the actual test data does not constitute professional negligence. TCR shall correct such errors and, where the error has caused the client to take action based on incorrect information, TCR's liability shall be limited to the direct costs of rectification, subject to the Liability Cap in Clause 23.

15. Site Safety, Access Equipment, and Confined Spaces

Where TCR personnel perform Services at the client's premises, site, or any third-party location arranged by the client, the following terms apply:

(a) Safe Access. The client shall provide safe access to all inspection and testing locations, including scaffolding, mobile elevated work platforms (MEWPs), ladders, and other access equipment that is erected, inspected, and certified in compliance with applicable safety regulations (including the Building and Other Construction Workers Act, 1996, and IS 3696 / IS 4014 as applicable). TCR does not erect, inspect, or certify scaffolding or access equipment. TCR personnel shall follow safety protocols and shall have the right to refuse to use any access equipment that they reasonably consider unsafe. TCR shall not be liable for any delay resulting from such refusal.

(b) The client shall indemnify TCR for any injury, illness, or death of TCR personnel at the client's premises caused by defective access equipment, unsafe site conditions, or the client's failure to comply with applicable safety legislation, unless such injury is caused by TCR's own negligence.

(c) Confined Spaces. For NDT, inspection, or assessment work inside confined spaces (including vessel internals, manholes, tanks, and pipelines), the client shall provide: a valid confined space entry permit; continuous atmospheric monitoring (oxygen, combustible gas, toxic gas); forced ventilation; standby rescue personnel and equipment; adequate lighting; and a safe system of work in accordance with applicable regulations. TCR's inspection findings in confined spaces are limited by the access, lighting, surface cleanliness, and environmental conditions available. TCR shall not be liable for defects, conditions, or deterioration that were not detectable under the access and environmental conditions provided by the client. Confined space NDT is performed on a best-effort basis.

(d) TCR does not undertake rope access work under any circumstances. All work at height shall be performed using scaffolding, MEWPs, or ground-level access only.

16. Radiation Safety (Industrial Radiography)

Where TCR performs industrial radiography using sealed radioactive sources (including Ir-192, Co-60, Se-75, or X-ray equipment), the following terms apply:

(a) TCR holds valid licences issued by the Atomic Energy Regulatory Board (AERB) for the possession, transport, and use of radioactive sources. TCR employs certified Radiation Safety

Officers (RSOs) and conducts all radiographic operations in accordance with AERB Safety Directives and the Atomic Energy (Radiation Protection) Rules.

(b) The client shall provide a clear, barricaded, and controlled radiation zone at the work site in accordance with AERB requirements and TCR's written radiation safety plan. The client shall ensure that all unauthorised personnel, the public, and other workers are excluded from the controlled area during radiographic operations. TCR shall provide radiation warning signage, survey meters, and personal dosimetry for TCR's own personnel.

(c) TCR shall not be liable for radiation exposure to any person who enters the barricaded or controlled zone in violation of safety barriers, warning signs, or verbal instructions from TCR's RSO, or for exposure caused by the client's failure to clear and control the area as instructed. The client shall indemnify TCR against any claim arising from the client's failure to implement site radiation safety measures as agreed.

(d) In the event of a radiation incident (source stuck, equipment malfunction, overexposure), TCR shall follow AERB emergency procedures and notify the relevant regulatory authority as required. The client shall cooperate fully in any incident investigation and shall not interfere with AERB's investigation or directives.

17. Hazardous Substances in Laboratory Testing

Certain testing services performed by TCR involve the use of hazardous substances, including but not limited to: hydrogen sulphide (H_2S) in sour service corrosion testing (NACE TM0177, TM0284) and hydrogen-induced cracking tests; concentrated acids (hydrofluoric acid, hydrochloric acid, nitric acid, sulphuric acid) in wet chemical analysis; organic solvents; and other reagents classified as toxic, corrosive, flammable, or environmentally hazardous.

(a) TCR maintains engineering controls, ventilation systems, fume extraction, gas detection equipment, personal protective equipment (PPE), and emergency response procedures in accordance with its documented HSE procedures and applicable Indian regulations, including the Manufacture, Storage and Import of Hazardous Chemical Rules, 1989.

(b) Clients, their representatives, or any visitors to TCR's laboratory during the performance of hazardous testing do so at their own risk and must comply with TCR's safety instructions at all times. TCR reserves the right to restrict or prohibit access to any laboratory area during hazardous operations.

(c) TCR's liability for any exposure incident involving hazardous substances within its laboratory is limited to cases where TCR is proven to have failed to follow its own documented HSE procedures. TCR shall not be liable for exposure resulting from a visitor's failure to follow safety instructions, unauthorised entry into restricted areas, or pre-existing health conditions that increase susceptibility to chemical exposure.

(d) Where H_2S is involved, TCR follows a mandatory 10-minute transfer window for sour service specimens and maintains continuous H_2S monitoring in the testing area. The client acknowledges the inherently hazardous nature of these tests and accepts that TCR's safety protocols, while rigorous, cannot eliminate all risk of exposure.

18. Applicable Standards and Editions

TCR shall endeavour to use the latest published edition of applicable test standards (including ASTM, ISO, NACE, API, ASME, EN, AWS, BIS, and other standards referenced in the Proposal). Where the client requires a specific edition or revision of a standard, this must be specified in the Proposal at the time of order placement.

Where no specific edition is specified by the client, TCR shall use the edition in its possession at the time of testing. Standard-issuing bodies (such as ASTM) may publish annual revisions. TCR procures updated standards periodically but cannot guarantee that the absolute latest edition is available on the date of every test. In the majority of annual revisions, changes are editorial or administrative and do not affect test methodology or acceptance criteria.

TCR shall not be liable for any difference between test results obtained under different editions of the same standard where: (i) the Proposal did not specify a particular edition; (ii) the edition used by TCR was a recognised published edition of the standard; and (iii) the methodological difference between editions does not materially affect the test result for the specific application. Where TCR is aware of a substantive change between editions that could affect results, TCR shall notify the client before proceeding.

19. Subcontracting

Where any part of the Services is subcontracted, TCR shall notify the client prior to commencement of the subcontracted work, in accordance with ISO/IEC 17025:2017, Clause 6.6. All subcontractors engaged for NABL-accredited work shall themselves hold valid NABL accreditation for the relevant test methods. TCR shall remain responsible for the quality and conformity of all subcontracted work. Confidentiality obligations under Clause 20 of this Agreement shall extend to all subcontractors.

20. Confidentiality

The confidential information, observations, and data relating to the businesses and products of TCR, its designated subcontractor, and the client are the property of the respective parties. Neither party shall use for its own purposes or disclose to any third party any such information obtained regarding the other party's business or products, without the prior written consent of that party, unless such information becomes publicly known other than as a result of a breach by the disclosing party. Notwithstanding the foregoing, TCR shall be entitled to share client confidential information with its designated subcontractor, and such information shall remain confidential and shall not be used or disclosed by the subcontractor except as provided herein. TCR is entitled to disclose the name of the client to its parent companies and in its customer listing. All data shared by the client shall be used solely for the execution of the described engagement.

21. Intellectual Property

All testing equipment, methods, designs, concepts, inventions, processes, trade secrets, proprietary information, and know-how, whether patentable or not, used or useful in the delivery of the Services, are and shall remain the sole property of TCR ("TCR Intellectual

Property"). The client may not use or register any name, trademark, or service mark of TCR or any of its affiliates for any promotion or other purpose without TCR's prior written consent, except as provided in Clause 5 above.

22. Disclaimer of Warranties

TCR has relied on information supplied by the client in rendering the Services. The Results assume the accuracy and completeness of such information and that the client is entitled to share such information with TCR and its designated subcontractor. Any information provided by TCR in the Report or in connection with the Services is for the benefit of the client only, and no third party shall be entitled to rely thereon without the prior written consent of TCR.

TCR warrants only that the Services shall conform to the Specifications set forth in the relevant Proposal. Because of numerous factors affecting results, TCR makes no other warranty of any kind with regard to the Services or the Results, whether express or implied. Any statements made in the Report or in connection with the Agreement shall not be construed as representations or warranties or as inducements to violate any law, safety code, or insurance regulation. Opinions or observations in the Report are not to be construed as legal, regulatory, or safety code compliance advice.

23. Limitation of Liability

TCR shall exercise due care and technical diligence in the performance of all Services. However, the client's right to recover damages caused by the negligence or breach of TCR or its designated subcontractor shall not exceed the amount invoiced and paid by the client to TCR for the specific service in question (the "Liability Cap"). The parties acknowledge that this Liability Cap reflects a reasonable and negotiated allocation of risk between the parties, having regard to the nature of the Services, the fees charged, and the fact that the client is best placed to assess and insure against the consequences of reliance on test results or assessment findings.

Under no circumstances shall TCR or its designated subcontractor be liable for any special, indirect, incidental, or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation, or prospective profits, any expenditures, investments, or commitments of the client, any loss with respect to business reputation or goodwill, or any damages arising from the claims of third parties (including product liability claims).

The Liability Cap shall not apply to claims arising from fraud or wilful misconduct by TCR. All other claims, including claims of professional negligence, shall remain subject to the Liability Cap.

Any claim alleging professional error or negligence must be raised in writing within twelve (12) months of the date of the relevant Report (the "Claim Period") and shall in all cases be limited to the Liability Cap. The parties acknowledge that the Claim Period reflects the nature of the Services and the importance of timely identification of any alleged deficiency, and that the client has had the opportunity to negotiate this provision. Any claim not raised within the Claim Period shall be deemed waived and forever barred.

24. Indemnification

The client shall indemnify and hold TCR, its officers, directors, agents, representatives, and employees harmless to the fullest extent permitted by law from any and all claims, liabilities, damages, expenses, fines, judgments, losses, and costs (including reasonable attorneys' fees) incurred by TCR (a) in connection with or arising from any breach by the client of the terms of this Agreement, (b) as a result of any claims, causes of action, suits, or legal proceedings brought against TCR arising out of its delivery of the Services and preparation of the Report, and (c) arising from the client's failure to act on recommendations contained in TCR's Report, including but not limited to recommendations for repair, load restriction, further investigation, or discontinuation of use; provided that the client shall not be required to indemnify TCR for any claim resulting from the gross negligence or wilful misconduct of TCR or its designated subcontractor.

25. Litigation Support

The client shall notify TCR in writing if any Services to be performed are in support of pending or contemplated litigation, and shall further advise TCR of the parties involved in such litigation prior to TCR commencing the requested Services. In the event employees or contractors of TCR are subpoenaed to testify before any tribunal, panel, official, or judicial officer by the client or by another litigant in connection with the Services, the client shall be responsible to pay TCR its costs plus the prevailing hourly consulting rate for all time spent in preparation, travel, attendance, and testimony, in addition to covering all associated expenses.

26. Non-Solicitation of Personnel

The client agrees not to hire or solicit for employment any personnel of TCR, any of its affiliates, or its designated subcontractor during the term of engagement and for a period of twelve (12) months thereafter, without prior written consent from TCR.

27. No Gift or Entertainment Policy

TCR maintains a strict No Gift and No Entertainment Policy in accordance with its corporate ethics and governance principles and the impartiality requirements of ISO/IEC 17025:2017 (Clause 4.1.5). Vendors, clients, suppliers, or any third parties associated with TCR are strictly prohibited from offering gifts, entertainment (including meals), travel, accommodation, or any other forms of hospitality, whether directly or indirectly, that may be considered inappropriate, excessive, or that could influence, or appear to influence, business decisions or impartiality. This includes but is not limited to festive gifts, personal benefits, or cash-equivalent items. Non-compliance with this policy shall be treated as a breach of engagement and may result in suspension or termination of the business association with immediate effect.

28. Communication Protocol

All technical and testing-related queries must be submitted via email to ensure proper documentation and traceability. TCR shall not be bound by instructions, scope changes, or commitments communicated solely through verbal or informal channels.

29. Data Protection

TCR shall process any personal data received from the client solely for the purposes of executing the Services and in compliance with the Digital Personal Data Protection Act, 2023, and any rules framed thereunder. TCR shall implement reasonable security safeguards to protect such data against unauthorised access, disclosure, or loss. Upon completion of the engagement and expiry of the sample retention period, personal data that is no longer required shall be securely deleted or anonymised, unless retention is required by law or by applicable accreditation standards.

30. Force Majeure

Performance of the Services by TCR and/or its designated subcontractor may be delayed or excused when such performance is commercially impossible or impracticable as a result of war, strikes, shortages, weather events, natural disasters, government restrictions, pandemics, civil unrest, cyber-attacks, interruption of transportation or utility services, or other causes beyond their reasonable control. TCR shall notify the client promptly upon becoming aware of any such event and shall use reasonable efforts to mitigate any resulting delay.

31. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be attempted to be resolved through good-faith negotiation between senior representatives of both parties within thirty (30) days of written notice of the dispute. If the dispute remains unresolved, it shall be settled by binding arbitration in Mumbai, India, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the parties. The language of arbitration shall be English. The arbitral award shall be final and binding and may be entered in any court of competent jurisdiction.

32. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflict of laws provisions. Subject to the arbitration clause above, each party submits to the exclusive jurisdiction of the courts in Mumbai, Maharashtra, for any action or proceeding relating to or arising out of this Agreement.

33. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its original intent.

34. Third-Party Reliance and Public Use

TCR's Reports, including Assessment reports, are prepared solely for the benefit of the client identified in the Proposal. No third party, including members of the public, regulatory

authorities (except as required by law), contractors, or downstream users of structures or products assessed by TCR, shall be entitled to rely on any Report without TCR's prior written consent.

The client shall not represent to any third party that TCR's Report constitutes a certification of safety, fitness for public use, or regulatory compliance unless TCR has expressly agreed to such representation in writing. Where a Report is submitted to a regulatory authority or used in connection with a public-use decision (such as continued operation of a bridge, building, or public facility), the client acknowledges that the decision to permit continued use rests solely with the client and/or the relevant statutory authority, and not with TCR.

The client shall indemnify TCR against any claim by a third party who relies on TCR's Report without TCR's written consent.

35. Record Retention and Cooperation

TCR shall retain all test records, field notes, raw data, calibration records, and assessment documentation for a minimum period of five (5) years from the date of the Report, or such longer period as required by applicable accreditation standards or client contract. The client shall retain all correspondence, instructions, scope documents, and information provided to TCR for a corresponding period. In the event of any dispute, investigation, or legal proceeding, both parties shall cooperate in good faith and make available all relevant records in their possession.

36. Entire Agreement and Amendments

This Agreement, together with the Proposal and any written amendments signed by both parties, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements, whether written or oral. No modification or amendment of this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties. TCR reserves the right to update these Terms from time to time. The version in effect at the time of order confirmation shall apply to that engagement.

37. Acceptance

By submitting samples, issuing a purchase order, granting site access, or otherwise engaging TCR's Services, the client acknowledges that it has read, understood, and agrees to be bound by these Terms and Conditions in their entirety. These Terms shall prevail over any conflicting provisions in the client's purchase order, contract, or other documentation, unless expressly agreed otherwise in writing by an authorised representative of TCR.

These Terms and Conditions are published by TCR Engineering Services Pvt. Ltd. and are effective from 1 May 2026. For questions, contact legal@tcreng.com.

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